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ILLINOIS COMMERCE COMMISSION**

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

**ORIGINAL**

PRIMECO PERSONAL COMMUNICATIONS,

v.

ILLINOIS BELL TELEPHONE COMPANY  
d/b/a AMERITECH ILLINOIS,

Complaint pursuant to Sections 13-514 and 13-515  
of the Public Utilities Act.

Docket No. 00-0670

ILLINOIS  
COMMERCE COMMISSION  
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**INITIAL BRIEF OF  
PRIMECO PERSONAL COMMUNICATIONS**

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PrimeCo Personal Communications ("PrimeCo"), through its counsel, pursuant to the January 18, 2001 Order of the Hearing Examiner, hereby submits the Initial Brief of PrimeCo Personal Communications.

**I. SUMMARY**

PrimeCo is a regional provider of digital wireless telecommunications services. Illinois Bell Telephone Company d/b/a Ameritech Illinois ("Ameritech") is, among other things, an incumbent local exchange carrier that provides PrimeCo with DS1 backhaul service ("DS1 Service") that is essential to PrimeCo's network operations.

In this proceeding, PrimeCo is seeking relief against Ameritech under Section 13-514 of the Public Utilities Act ("Act"), which prohibits a telecommunications carrier, such as Ameritech, from "knowingly imped[ing] the development of competition in any telecommunications service market." 220 ILCS § 5/13-514.

PrimeCo's complaint against Ameritech raises an issue of first impression under the Act: whether an incumbent local exchange carrier that is contractually obligated to provide an essential service to a wireless telecommunications carrier in accordance

with certain reasonable minimum performance standards violates Section 13-514 of the Act by knowingly providing the wireless carrier with service that continuously fails to satisfy those standards and failing to implement the corrective actions necessary to materially improve the quality of the service being provided. Based on the express terms of Section 13-514 of the Act and the overwhelming evidence in the record in this Docket, this issue should be resolved in the affirmative.

The evidence in this Docket demonstrates that Ameritech continuously has failed to satisfy admittedly reasonable minimum performance standards by providing PrimeCo with poor quality, unreliable DS1 Service. The evidence further shows that although Ameritech has the ability to significantly improve the performance of the DS1 Service it provides PrimeCo, Ameritech has simply chosen not to do so, opting instead to make empty promises to PrimeCo and only partially implement performance improvement initiatives that do not directly address the underlying causes of the problems with Ameritech's DS1 Service. Accordingly, PrimeCo is entitled to the relief provided under Section 13-514 of the Act, i.e., an order with "directions and a deadline" by which Ameritech must correct its violations of Section 13-514. In this case, that means an order requiring Ameritech to provide PrimeCo with DS1 Service that satisfies specific reasonable performance standards by a date certain.

Ameritech does not dispute that it has provided PrimeCo with DS1 Service that continually fails to satisfy reasonable minimum performance standards. Instead, Ameritech contends that Section 13-514 of the Act is not applicable to PrimeCo's complaint because Ameritech is providing PrimeCo with the DS1 Service at issue in this proceeding under a 1998 contract between PrimeCo and Ameritech (the "1998 Contract"). However, the 1998 Contract does not affect PrimeCo's right to relief under

Section 13-514. PrimeCo's claim arises under Section 13-514 of the Act. The 1998 Contract merely establishes the structure of the parties' relationship [REDACTED]

[REDACTED]

[REDACTED].

Further, the 1998 Contract does not include any exclusive remedy provisions, and the only relief contemplated in the contract, i.e., [REDACTED], is illusory. [REDACTED]

[REDACTED]

Accordingly, based on Section 13-514 and the evidence in the record, the Illinois Commerce Commission (the "Commission") should order Ameritech to satisfy its statutory obligations by providing PrimeCo with DS1 Service consistent with the [REDACTED]. However, because Ameritech's regular and customary methods of tracking and reporting its performance are similar to, but not the same as, the measurements included in [REDACTED], PrimeCo proposes that the Commission order Ameritech to provide PrimeCo with DS1 Service that satisfies reasonable performance standards expressed in terms consistent with Ameritech's customary tracking and reporting procedures. Specifically, the Commission should order Ameritech to provide PrimeCo with DS1 Service that meets an unavailability rate of [REDACTED] based on a rolling twelve-month average, and a failure rate of [REDACTED] based on a rolling twelve-month average, by October 1, 2001.

## **II. FACTUAL BACKGROUND**

PrimeCo is a regional provider of digital wireless telecommunications services, serving [REDACTED] subscribers in the midwestern United States, including Illinois. (PrimeCo Ex. 1 at 1, lines 14-17) Ameritech is, among other things, a telecommunications carrier that holds a certificate of service authority to provide local exchange telecommunications service within Illinois. (Ameritech's Answer to Verified Complaint at ¶ 2) Both PrimeCo and Ameritech are telecommunications carriers within the meaning of Section 13-202 of the Act, 220 ILCS § 5/13-202. (PrimeCo's Verified Complaint at ¶ 1-2; Ameritech's Answer to Verified Complaint at ¶ 2)

To provide wireless telecommunications services to its customers, PrimeCo utilizes hundreds of radio base stations or cell sites ("cell sites"). (PrimeCo Ex. 1 at 2, lines 72-74) When a PrimeCo customer uses a wireless handset to place a telephone call, the call is picked up by a nearby cell site and converted into an electronic signal. (PrimeCo Ex. 1 at 2, lines 79-81) That signal is then transported to PrimeCo's mobile switching center (the "MSC"), from which point the call is forwarded to its termination point. (PrimeCo Ex. 1 at 2, lines 81-83)

The facilities that are supposed to provide the high-speed, point-to-point transport service needed to forward electronic signals from PrimeCo's cell sites to the MSC -- a service commonly referred to as "backhaul" -- are DS1 circuits. (PrimeCo Ex. 1 at 2, lines 75-76, 85-87; PrimeCo Ex. 1 at 4, lines 192-195) To provide wireless telecommunications services to PrimeCo customers in Ameritech's Illinois service territory, PrimeCo utilizes [REDACTED] of Ameritech's DS1 circuits, which PrimeCo purchases from Ameritech under the 1998 Contract. (PrimeCo Ex. 1 at 2, lines 76-77; PrimeCo Ex. 4 at 11, lines 538-39)



The DS1 Service Ameritech provides to PrimeCo is an essential element of PrimeCo's provision of wireless telecommunications services to its Illinois customers. (PrimeCo Ex. 1 at 2, lines 87-89) If a DS1 circuit fails, PrimeCo cell sites served by that circuit cannot communicate with the MSC. (PrimeCo Ex. 1 at 5, lines 201-02; Cane, 1/17/01 Tr. at 99, lines 6-8, 15-18) Telephone calls being transmitted by such circuits will be dropped, unless the signal from the customer's handset is picked up by an alternate cell site. (PrimeCo Ex. 1 at 5, lines 201-06; Cane, 1/17/01 Tr. at 97-101) However, even if a call is picked up by an alternate cell site, the quality of the call may be impaired if the signal between the customer's handset and the alternate cell site is not as strong as the signal between the handset and the cell site that went out of service due to the failed DS1 circuit. (PrimeCo Ex. 1 at 5, lines 206-10; PrimeCo Ex. 5 at 3-4, lines 144-52; Cane, 1/17/01 Tr. at 101) Also, if a customer is outside the range of an alternate cell site, the customer will be unable to place or receive calls. (PrimeCo Ex. 1 at 5, lines 203-06; PrimeCo Ex. 3 at 7, lines 305-12; Cane, 1/17/01 Tr. at 102) The failure of a DS1 circuit also can result in overloads or interference at cell sites in the vicinity of the failed circuit, which detrimentally affects the ability of those cell sites to transmit calls and/or reduces the quality of voice transmissions to and from those cell sites. (PrimeCo Ex. 1 at 5, lines 210-14, Cane, 1/17/01 Tr. at 106-07)

Ameritech has been providing PrimeCo with DS1 Service at the majority of PrimeCo's current cell sites since November 1996, when PrimeCo entered Illinois' wireless telecommunications market. (PrimeCo Ex. 3 at 5, lines 206-07; PrimeCo Ex. 2-G, § 1.0; Ameritech Ex. 1.0 at 5, line 19) However, during and after September

1998, Ameritech has been providing PrimeCo with DS1 Service solely pursuant to the terms of the parties' 1998 Contract. (PrimeCo Ex. 2-E, §§ 1.0 and 25.0)

As set forth in the 1998 Contract, the DS1 circuits Ameritech provisions to PrimeCo must [REDACTED]  
[REDACTED]. (PrimeCo Ex. 1 at 4, lines 187-88; PrimeCo Ex. 2 at 7, lines 332-46; PrimeCo Ex. 3 at 3, lines 127-30) [REDACTED]  
[REDACTED], which state:

[REDACTED]

(PrimeCo Ex. 2-E, § 13.3)

[REDACTED]

(PrimeCo Ex. 2-E, § 13.4)

[REDACTED]

[REDACTED]

(PrimeCo Ex. 2-E, § 13.5)

Although Ameritech's failure to [REDACTED]  
[REDACTED] (PrimeCo  
Ex. 2-E, §§ 13.3 - 13.5), the 1998 Contract does not state that [REDACTED]  
[REDACTED] is PrimeCo's exclusive remedy. (See generally PrimeCo Ex. 2-E)  
It also does not state that PrimeCo agreed to waive its right to seek relief against  
Ameritech under any applicable statute. (Id.)

The DS1 Service Ameritech has provided to PrimeCo, both before and after the  
parties entered into the 1998 Contract, has failed to satisfy reasonable performance  
standards. (PrimeCo Ex. 1 at 5, lines 219-21; PrimeCo Ex. 3 at 5, lines 206-09)  
Furthermore, during and after 1998, Ameritech's DS1 Service has failed to satisfy [REDACTED]  
[REDACTED].  
(PrimeCo Ex. 1 at 5, lines 220-23; PrimeCo Ex. 3 at 4, lines 151-84)

Due to the seriousness of Ameritech's DS1 Service performance problems,  
PrimeCo frequently met with Ameritech to discuss the issue of Ameritech's poor  
quality DS1 Service. (PrimeCo Ex. 1 at 7-9, lines 324-32, 337-51, 357-66, 408-47;  
PrimeCo Ex. 2 at 11, lines 496-510, 517-19; PrimeCo Ex. 3 at 5, lines 213-27; see  
Ameritech Ex. 1.0 at 15, lines 8-13) PrimeCo and Ameritech also discussed methods  
by which Ameritech could improve its DS1 Service, and Ameritech agreed to achieve  
certain specific DS1 circuit performance objectives for PrimeCo in Illinois, which are

[REDACTED]

[REDACTED]. (Id.; PrimeCo Ex. 2-C, 2-K and 2-L)

Following each of the parties' meetings and discussions, Ameritech promised to implement various initiatives purportedly designed to improve the DS1 Service it provides to PrimeCo. (PrimeCo Ex. 1 at 8, lines 371-84, and at 9, lines 408-16; PrimeCo Ex. 2-C) However, the initiatives were not directed at the principal cause of the problems with Ameritech's DS1 Service: Ameritech's poorly installed and inadequately maintained aging cable plant. (PrimeCo Ex. 3 at 6, lines 280-81; PrimeCo Ex. 4 at 1, lines 6-36; Borner, 1/17/2001 at 207-08, lines 1-22, 1-3) In addition, the initiatives were not implemented on a system-wide basis throughout PrimeCo's network (see PrimeCo Ex. 4 at 11, lines 538-39; Ameritech Ex. 1.0 at 16, lines 15-16; Ameritech Ex. 2.0 at 22, lines 4-5), and the initiatives did not materially improve Ameritech's DS1 Service to PrimeCo. (PrimeCo Ex. 9 at DS1, § 2, pg. 7-10; PrimeCo Ex. 1 at 8, lines 389-94; PrimeCo Ex. 3 at 5, lines 232-34) As a result, PrimeCo has incurred and continues to incur significant additional expense to provide reliable service to its customers. (PrimeCo Ex. 1 at 6-7, lines 256-319) This expense reduces PrimeCo's pricing flexibility and negatively impacts PrimeCo's ability to compete in Illinois' wireless telecommunications market. (PrimeCo Ex. 5 at 4, lines 165-68 and at 5, lines 219-24)

[REDACTED]

[REDACTED]. (PrimeCo Ex. 2 at 14-16, lines 677-776)

Accordingly, PrimeCo seeks relief from the Commission under Section 13-514 of the Act. (Verified Complaint at 1; PrimeCo Ex. 2 at 17, lines 829-34, at 18, lines 838-45)

### III. ARGUMENT

#### A. **THE PUBLIC UTILITIES ACT GRANTS THE COMMISSION EXPANSIVE AUTHORITY OVER TELECOMMUNICATIONS CARRIERS THAT KNOWINGLY IMPEDE THE DEVELOPMENT OF COMPETITION IN A TELECOMMUNICATIONS SERVICE MARKET**

Section 13-514 of the Act prohibits a telecommunications carrier from “knowingly impeded[ing] the development of competition in any telecommunications service market.” (220 ILCS § 5/13-514) Section 13-514 also defines certain actions that are considered per se impediments to competition. Such actions include, but are not limited to:

- (1) unreasonably refusing or delaying interconnections or providing inferior connections to another telecommunications carrier;
- (2) unreasonably impairing the speed, quality, or efficiency of services used by another telecommunications carrier; [and]
- (6) unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of another telecommunications carrier to provide service to its customers.

(220 ILCS § 5/13-514(1), (2) and (6)) Further, Section 13-514 expressly authorizes the Commission to consider any other actions that serve to impede competition as actions prohibited by Section 13-514. (220 ILCS § 5/13-514)

Prior to filing a complaint under Section 13-514 of the Act, a complainant must give the respondent telecommunications carrier notice of its alleged violation of Section 13-514, and offer the carrier 48 hours to correct the situation. (220 ILCS § 5/13-515(c)) By doing so, the complainant creates a rebuttable presumption that the respondent telecommunications carrier acted with the “knowledge” required under Section 13-514. (Id.)

Upon determining that a respondent telecommunications carrier has violated Section 13-514 of the Act, the presiding hearing examiner or arbitrator must issue a written decision against the telecommunications carrier that includes "directions and a deadline for correction of the violation." (220 ILCS § 5/13-515(d)(7)) Thereafter, the Commission will either adopt the decision or issue its own final order. (220 ILCS § 5/13-515(d)(8))

To date, most complaints filed under Section 13-514 of the Act appear to have involved disputes pertaining to interconnection or interconnection agreements. Thus, PrimeCo's complaint against Ameritech, which is based on Ameritech's continuous provision of unreasonably poor quality DS1 Service under a competitive contract, raises an issue of first impression for the Commission. Based on the express terms of Section 13-514 of the Act and the overwhelming evidence in the record in this Docket, the Commission can and should resolve the issue raised in this proceeding in favor of PrimeCo and against Ameritech.

**B. AMERITECH'S KNOWING FAILURE TO PROVIDE PRIMECO WITH REASONABLE DS1 SERVICE IS IMPEDING THE DEVELOPMENT OF COMPETITION IN ILLINOIS' WIRELESS TELECOMMUNICATIONS MARKET AS A MATTER OF LAW**

1. The DS1 Service Ameritech Provides PrimeCo Fails to Satisfy Reasonable Minimum Performance Standards

[REDACTED]

As reflected in the April 15, 1998 Letter of Intent between PrimeCo and Ameritech, it was PrimeCo's and Ameritech's mutual intent [REDACTED]

[REDACTED]

[REDACTED]. (See PrimeCo Ex. 2-D at 3, ¶ 13 (" [REDACTED]

[REDACTED]

██████████.”) Significantly, it is undisputed that the ██████████

██████████. (PrimeCo Ex. 2 at 7, lines 332-46; PrimeCo Ex. 3 at 3, lines 127-30; Cane, 1/17/01 Tr. at 161; Devine, 1/17/01 Tr. at 274)

During the parties' contract negotiations, Thomas Harvey ("Harvey"), an Ameritech Vice President, formerly Ameritech's General Manager – Wireless Service, advised PrimeCo that he had selected the ██████████

██████████ ("May Performance Report").<sup>1</sup> (PrimeCo Ex. 1 at 4, lines 184-88; PrimeCo Ex. 2 at 7, lines 336-348; PrimeCo Ex. 2-H (June 8, 1998 letter from PrimeCo to Ameritech at 1); PrimeCo Ex. 2-I; Cane, 1/17/01 Tr. at 53, lines 11-15) Thus, through its actions as well as by the express acknowledgment of Ameritech witness James Devine ("Devine"), Ameritech's recently retired Director-Wireless Sales, Ameritech has admitted that at the time it entered into the 1998 Contract, Ameritech believed the ██████████  
██████████. (Devine, 1/17/01 at 274, 333-34; PrimeCo Ex. 1 at 4, lines 184-88; PrimeCo Ex. 2 at 7, lines 336-348)

Ameritech's conduct following the parties' execution of the 1998 Contract shows that not only did Ameritech regard ██████████, Ameritech ██████████

<sup>1</sup> At the time PrimeCo and Ameritech were negotiating the 1998 Contract, they were fully aware that the cumulative performance results contained in Ameritech's May Performance Report reflected performance results for PrimeCo in Illinois, Indiana and Wisconsin. (PrimeCo Ex. 2-I; Cane, 1/17/01 Tr. at 54)





(emphasis added); PrimeCo Ex. 1 at 8, lines 359-60; PrimeCo Ex. 2 at 11, lines 496-502; Ameritech Ex. 1.0 at 15, lines 11-12; Devine, 1/17/01 Tr. at 268)

On February 23, 1999, PrimeCo and Ameritech executives participated in another meeting regarding Ameritech's poor quality DS1 Service. (PrimeCo Ex. 1 at 7, lines 337-40; PrimeCo Ex. 2 at 11, lines 504-06) At that meeting, Ameritech executives reconfirmed Ameritech's commitment to [REDACTED]. (PrimeCo Ex. 1 at 7, lines 340-43; PrimeCo Ex. 2 at 11, lines 504-06) Specifically, Ameritech executives repeated Ameritech's promise to [REDACTED]. (PrimeCo Ex. 1 at 7, lines 343-47; PrimeCo Ex. 2 at 11, lines 506-10; Cane, 1/17/01 Tr. at 176-77)

After the February meeting, Harvey, [REDACTED], developed a service improvement plan for PrimeCo that included [REDACTED]. (Cane, 1/17/01 Tr. at 158-59; PrimeCo Ex. 2 at 11, lines 504-08; PrimeCo Ex. 2-C) Harvey presented that service improvement plan to PrimeCo in March 1999. (PrimeCo Ex. 2 at 11, lines 508-10; PrimeCo Ex. 2-C)

More recently, during a February 2000 meeting with PrimeCo, Ameritech executives again reiterated Ameritech's promise to provision DS1 Service to PrimeCo in [REDACTED]. (PrimeCo Ex. 1 at 9, lines 408-11)

Ameritech's repeated promises to provide DS1 Service to PrimeCo [REDACTED], which Ameritech regarded as reasonable and achievable (see PrimeCo Ex. 2-L at PCO000046), clearly

shows that Ameritech continuously has viewed the [REDACTED]

[REDACTED]  
[REDACTED] (PrimeCo Ex. 2  
at 7, lines 328-334)

Taken together, the evidence plainly demonstrates that Ameritech [REDACTED]

[REDACTED]. Because there is no evidence of material changes in Ameritech's  
infrastructure, systems, technological capabilities, or any other factor that might bear  
upon the continued reasonableness and achievability [REDACTED]  
[REDACTED] performance standards.

b. Ameritech's DS1 Service fails to satisfy [REDACTED]  
reasonable minimum performance standards.

i) Ameritech's DS1 Service fails to satisfy  
[REDACTED].

As previously set forth, the [REDACTED]

[REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] (PrimeCo Ex. 2-E, § 13.3); [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] (PrimeCo Ex. 2-E, § 13.4); or [REDACTED]  
[REDACTED]

[REDACTED] (PrimeCo Ex. 2-E, § 13.5)

On a monthly basis, Ameritech provides PrimeCo, and each of the five other wireless carriers to which it provisions DS1 Service, with a Wireless Service Performance Results report that details, among other things, the performance results for Ameritech's DS1 Service for each month during the preceding twelve-month period. (PrimeCo Ex. 3 at 2-3, lines, 67-121) Copies of selected Wireless Service Performance Results reports for each of these carriers, as well as relevant Ameritech Wireless Service Performance Results reports for "All Carriers" in the Chicago market, have been admitted into evidence in this proceeding. (PrimeCo Exs. 2-A, 2-B, 9, 11, and 14-31)

Ameritech's monthly performance reports for PrimeCo show that Ameritech has continually failed [REDACTED]. (PrimeCo Exs. 2-A, 2-B, 9 and 11; Ameritech Ex. 1.0 at 11, lines 7-8) During most of the twelve-month periods between September 1998 and November 2000, DS1 circuit unavailability for PrimeCo has [REDACTED] months. (PrimeCo Ex. 11 at DS1, § 2, p. 10; PrimeCo Ex. 2-A at DS1, § 2, pp. 8-9; PrimeCo Ex. 2-B at DS1, § 2, pp. 8-9; PrimeCo Ex. 9 at DS1, § 2, pp. 7-8). In each of the remaining twelve-month periods, unavailability [REDACTED]. (Id.)

Viewed otherwise, monthly unavailability [REDACTED] months between the execution of the 1998 Contract and November 2000 -- [REDACTED]. (PrimeCo Ex. 11 at DS1, § 2, p. 10; PrimeCo Ex. 2-A at DS1, § 2, pp. 8-9; PrimeCo Ex. 2-B at DS1, § 2, pp. 8-9; PrimeCo Ex. 9 at DS1, § 2, pp. 7-8) In 21 of those 27 months, DS1 circuit

unavailability exceeded .03%. (Id.) In [REDACTED] of those [REDACTED] months, including each of the [REDACTED]

[REDACTED], DS1 circuit unavailability [REDACTED] (Id.; PrimeCo Ex. 9 at DS1, § 2, pp. 7-8)

Similarly, Ameritech has never [REDACTED]  
[REDACTED].<sup>2</sup> During most of the twelve-month periods between September 1998 and November 2000, DS1 circuit failure rate [REDACTED].  
(PrimeCo Ex. 11 at DS1, § 2, p. 12; PrimeCo Ex. 2-A at DS1, § 2, pp. 10-11; PrimeCo Ex. 2-B at DS1, § 2, pp. 10-11; PrimeCo Ex. 9 at DS1, § 2, pp. 9-10). In each remaining twelve-month period, failure rate [REDACTED]. (Id.)  
More particularly, the monthly DS1 circuit failure rate [REDACTED]  
[REDACTED] between September 1998 and November 2000 -- in all [REDACTED]  
[REDACTED]. (Id.)

Ameritech's monthly performance reports do not include statistics regarding Ameritech's [REDACTED]; however, based on PrimeCo's tracking system, PrimeCo has determined that [REDACTED]  
[REDACTED] in the twelve-month period ending September 30, 2000. (PrimeCo Ex. 3 at 4, lines 153-68)

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<sup>2</sup> It should be noted that the failure rate measure included in Ameritech's monthly performance reports does not [REDACTED]. The failure rate in the monthly performance reports is based on all circuit failures during a month, separately including each failure on the same circuit, [REDACTED]  
[REDACTED]. (Compare PrimeCo Ex. 2-E, § 13.4 with e.g., PrimeCo Ex. 2-A at Glossary, p.2) [REDACTED]  
[REDACTED] and the parties use Ameritech's monthly reported failure rate [REDACTED]. (Verified Complaint, ¶ 20; Answer, ¶ 20; cf. PrimeCo Ex. 3 at 4, lines 172-75) Further, the difference seems to have no impact on Ameritech's failure [REDACTED]  
[REDACTED]. (Ameritech Ex. 1.0 at 11, lines 7-8)

ii) Ameritech's DS1 Service is getting worse.

Despite Ameritech's continued promises and purported efforts to improve its DS1 Service performance, Ameritech's DS1 Service is deteriorating. Ameritech's DS1 Service for PrimeCo was worse between January through November of 2000 than it was during 1999. In particular, PrimeCo's average unavailability during this period in 2000 was [REDACTED] which is higher than the [REDACTED] average unavailability PrimeCo experienced in 1999.<sup>3</sup> Also, during both 1999 and 2000, PrimeCo's unavailability was [REDACTED] ([REDACTED] [REDACTED]). (PrimeCo Ex. 2-A at DS1, § 2, pp. 8-9; PrimeCo Ex. 2-B at DS1, § 2, pp. 8-9; PrimeCo Ex. 9 at DS1, § 2, pp. 7-8) Further, Ameritech's performance during the most recent months prior to hearing was worse than it has ever been. (PrimeCo Exs. 2-A, 2-B and 9) Unavailability skyrocketed. Between June and November 2000, PrimeCo's average unavailability rate in Illinois was [REDACTED].<sup>4</sup> (PrimeCo Ex. 11 at DS1, § 2, p. 10; PrimeCo Ex. 2-A at DS1, § 2, pp. 8-9; PrimeCo Ex. 2-B at DS1, § 2, pp. 8-9; PrimeCo Ex. 9 at DS1, § 2, pp. 7-8)

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<sup>3</sup> These average performance figures were calculated on the basis of data contained in PrimeCo Ex. 2-A at DS1, § 2, pp. 8-9, Ex. 2-B at DS1, § 2, p. 8, and Ex. 9 at DS1, § 2, pp. 7-8. They represent the average unavailability for the relevant months, weighted to account for the length of the month and the number of circuits in service.

<sup>4</sup> This figure was calculated on the basis of data contained in PrimeCo Ex. 9 at DS1, § 2, pp. 7-8. It represents is the average unavailability for the relevant months, weighted to account for length of the month and the number of circuits in service.